

Crematorium By-Laws

These by-laws are the rules and regulations that govern both ELMWOOD CREMATORIUM and BOWMANVILLE CREMATORIUM each divisions of Ontario Independent Crematoriums Ltd. (collectively, the "Crematorium") and have been approved by its Board of Directors. These by-laws are in compliance with the provisions of the *Funeral Burial and Cremation Services Act, 2002*, and of the regulations thereto (collectively, the "Act").

1. Until changed by its Board of Directors, the hours of operation of the Crematorium shall be as follows:
Monday to Friday: 9 am – 5 pm
Saturday to Sundays and Statutory Holidays: By appointment
2. Identification of the deceased person shall be made by a licensed funeral establishment or transfer service prior to the delivery of the deceased person to the Crematorium.
3. Before cremation can take place, the following documents must be completed, delivered to the Crematorium office, signed by the proper authority, and approved by the Crematorium:
 - a. a cremation contract;
 - b. a coroner's certificate; and a burial permit.
4. No cremation will take place until all applicable charges are paid.
5. A deceased person shall only be received for cremation in a fully combustible casket or container deemed appropriate by the Crematorium, and with a top, four sides and a solid bottom allowing the casket or container encasing the human remains to be moved by using a set of rollers.
6. Once received by Crematorium personnel, the casket or container will remain closed unless permission is given by the purchaser, or by order of a judge of a court of competent jurisdiction, allowing the licensed funeral director to open the casket or container. Under no circumstances will Crematorium staff be allowed to open the casket or container. The deceased person will only be cremated in the delivered casket or container. All non-combustible parts on the outside of the casket or container will be removed prior to cremation, if possible.
7. The Crematorium will not cremate a casket or container constructed of non-flammable or hazardous material or a material prescribed by the regulations under the Act, nor will the Crematorium cremate a body in which a pacemaker or other prescribed device is present. The foregoing does not limit the right of the Crematorium to refuse to cremate, in any instance, and without assigning reasons.
8. The Crematorium will not under any circumstances cremate an individual with a radioactive implant, or an individual who has received microscopic radioactive treatment such as thera-seed. An implanted heart pacemaker or other implanted radioactive devices could explode during the cremation process, and must be removed by the funeral establishment or transfer service operator, or others authorized to do so, before the deceased person is delivered to the Crematorium for cremation. The purchaser of the cremation services will be liable for any damages to the Crematorium or Crematorium staff for failure to notify the funeral establishment or transfer service, or any others responsible for the removal of such a device.
9. Twelve (12) working hours-notice is required to be given to the Crematorium before a cremation can take place.
10. Twelve (12) working hours-notice is required to be given to the Crematorium if relatives and friends wish to view the cremation process. A limited number of observers will be allowed in the Crematorium before or during a cremation. Access can be denied by the Crematorium staff.
11. Stainless steel Identification tags must be placed with the human remains throughout all the stages of the cremation process.
12. Without the written and signed consent of the purchaser of the cremation services, the Crematorium is prohibited from:
 - a. cremating the remains of more than one person at once;
 - b. co-mingling cremated remains.
13. The Crematorium will not cremate human remains together with animal remains.
14. Unless a container is provided by the funeral establishment or transfer service, the cremated remains will be placed in a temporary cremation container which will be furnished by the Crematorium without additional charge. The cremated remains will be provided to the funeral establishment or transfer service following cremation unless the Crematorium receives written instructions satisfactory to the Crematorium respecting the disposition of the cremated remains by the Crematorium.
15. If authorized by the purchaser of the cremation services, the Crematorium will take possession of the cremated remains. The Crematorium will charge a refundable deposit of \$350. The Crematorium will retain the cremated remains for 1 year from the date the cremation took place. If the cremated remains are not claimed by the purchaser within 1 year, the Crematorium may inter the cremated remains in a cemetery, including in a common lot for which the cemetery is the interment rights holder, and the Crematorium may retain the deposit referred to in this section. If the cremated remains are claimed before they are interred, the Crematorium will promptly refund any deposit paid.

Provision of Services: The services and supplies described in this contract will be provided with after the body is received by the Crematorium in accordance with the Crematorium's by-laws. All services and supplies will be provided at the Crematorium.

Documentation. The cremation cannot occur unless an Ontario Coroner's Cremation Certificate and a burial permit issued by the Registrar General showing that the death has been registered have been provided to the Crematorium.

Waiver of Time Limit: The Purchaser hereby authorizes and consents to the provision of supplies and services within 30 days of the date of this contract, and agrees that all services and supplies described in this contract are required for the disposition of human remains within 30 days of the date of this contract. The Purchaser acknowledges that he/she will no longer be entitled to cancel this contract in accordance with Section 42 of the *Funeral, Burial and Cremation Services Act, 2002* (the "Act") once the services and supplies have been provided.

Payment Terms: Payment in full is due before the services and supplies are provided unless other satisfactory arrangements are made with the Crematorium in advance. There will be a charge of \$25.00 for any non-sufficient funds (NSF) cheques returned by the bank. Any costs of collection shall be the responsibility of the Purchaser.

Cremation Container: The body is always cremated in the casket or cremation container as received by the Crematorium. The cremation cannot occur if the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic. It is the Purchaser's responsibility to instruct the funeral establishment or transfer service operator, or others, to deliver the body in a casket or cremation container which is suitable for cremation.

Implants: The Purchaser acknowledges that an implant heart pacemaker or other implant radioactive devices could explode during the cremation process. If such a device is present, the Purchaser must instruct the funeral establishment or transfer service operator, or others, to remove it before the Recipient is delivered to the Crematorium for cremation. In the event the Purchaser fails to notify the funeral establishment or transfer service operator, or any others responsible for the removal of such a device, the Purchaser shall be liable for any damages to the Crematorium or injury to the crematorium staff.

Scattering and Co-Mingling of Cremated Remains: The Crematorium will not without the written and signed consent of the Purchaser co-mingle the cremated remains of more than one person. The Purchaser understands and accepts that as a result of authorizing the scattering of cremated remains within a scattering ground, the cremated remains will not be retrievable, and the cremated remains will be co-mingled with other cremated remains.

Warranties: The Crematorium warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties granted in connection with the supplies provided as part of this contract are the express written warranties, if any, extended by the manufacturer of such supplies, except where required by Ontario consumer protection legislation. The warranties provided for in this contract shall not survive the completion of this contract.

Substitution of Supplies: The Crematorium will make reasonable efforts to obtain and provide the services and supplies described in this contract. If a substituted service or supply must be provided, it shall be of comparable quality and value. The Crematorium will advise the Purchaser of any proposed substitution and whether the proposed substitution is of equal or greater value than the original supply or service. The Crematorium will inform the Purchaser of the Purchaser's cancellation rights and determine if the Purchaser wishes to cancel the contract, and shall not increase the purchase price as a result of the substitution, if the Purchaser does not cancel the contract.

Cancellation: The Purchaser's cancellation rights are set out in sections 41, 42, 43, 44, 45, and 46 of the Act and in sections 137, 138, 139, 140, 141, 142, 143, and 144 of the Regulations, which are hereby incorporated by reference. The Purchaser, or someone designated in the contract by the Purchaser, may cancel this contract by providing written notice of the cancellation to the Crematorium. The Crematorium will issue any refund owing within 30 days of the receipt of the written notice of cancellation. The amount of the refund to which the Purchaser shall be entitled will depend on the timing of the delivery of the notice of cancellation and whether or not services have been provided by the Crematorium.

No Liability: The Crematorium is responsible only for its own employees, and not for any person engaged by the Crematorium as agent for the Purchaser. The Crematorium shall not be liable for damages for any loss incurred by the Purchaser or the Recipient's Estate if the cremated remains, urns, or their contents are lost, damaged or misdirected by the carrier or the receiver.

Privacy: The Purchaser acknowledges that in the course of the Crematorium carrying out the terms of this contract, "personal information", as that term is defined in the *Personal Information Protection and Electronic Documents Act* will be provided by the Purchaser to the Crematorium. The Crematorium agrees to collect, use and disclose such personal information only in accordance with applicable law. The personal information provided to the Crematorium is used only for the Crematorium's internal purposes and is not distributed to third parties for any other commercial purpose, except as required to carry out the terms of this contract. The Crematorium shall keep all such information in strict confidence and shall only disclose such information if required by law. The Crematorium shall only use such information for the purposes set forth herein unless the Purchaser provides the Crematorium with his/her consent to do otherwise.

Binding Agreement: This contract is binding on the Purchaser and the Crematorium and their respective heirs, executors, administrators, successors and assigns, and will be governed by the laws of the Province of Ontario. If there is more than one Purchaser, the obligations of the Purchasers under this contract are joint and several.